

FILED

JUN 04 2007

UNITED STATES BANKRUPTCY COURT
SAN FRANCISCO, CA

1 Alexis Mager Lakusta,
in propria persona
2 1259 El Camino Real #245
Menlo Park, CA 94025
3 (650) 566-9971

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA

In re:) Case No.: No. 02-31521
10 Alexis Mager Lakusta,) Chapter 7

11 Debtor, Appellant)

v.) **STATEMENT OF ISSUES TO BE
13 Mark Evans, et al.,) ADDRESSED IN APPEAL FROM
14 Appellees) ORDER DENYING DEBTOR'S
15) MOTION FOR ABANDONMENT**

ISSUES TO BE ADDRESSED IN THIS APPEAL

Appellant respectfully requests that the Court review the following issues in this appeal:

1. Given that the alleged settlement contract dated July 16, 2002 is devoid of mutual consideration and that Mr. Evans was incapable of performing on his promises, is the document entitled "Settlement Agreement and Release" enforceable as a matter of law under the laws of this state?
2. Is the alleged settlement contract dated July 16, 2002 a subterfuge to conceal deed forgery, escrow fraud, recordation fraud, and fraudulent misrepresentation and to carry out a scheme to commit bankruptcy fraud?
3. Was appellant's adversary proceeding filed on June 10, 2002 properly dismissed?

- 1 4. Did the Court have jurisdiction to enforce the alleged settlement
2 contract?
- 3 5. Was the May 2005 trial decision obtained by a fraud on the court?
- 4 6. Did the Court err in ruling that the California Civil Code §1695 adver-
5 sary proceeding filed on August 5, 2003 was barred by the alleged
6 settlement contract?
- 7 7. Was the Court's denial of appellant's motion to disqualify Pahl and
8 Gosselin from continuing its representation of Evans in this case an
9 error of law?
- 8 8. Was opposition to debtor's motion for abandonment by Evans and
9 his agents in reality part of a scheme to conceal and to carry out
10 bankruptcy fraud?
- 9 9. Is Pahl and Gosselin's on-going violation of its duty of loyalty to its
10 original client and its relentless campaign of misrepresentation to the
11 Court in fact part of the bankruptcy fraud scheme and part of a scheme
12 to defeat the explicit findings, intentions, and purposes of the California
13 legislature as declared in the Home Equity Sales Act?
- 10 10. Did the Court violate appellant's due process rights and commit
11 reversible error when it violated court orders and failed to address
12 appellant's "preserved" claims before making its rulings?
- 11 11. Was the Court's order denying appellant's motion for abandonment,
12 ordering "otherwise", and ordering the dismissal of the April 21, 2006
13 complaint obtained by a fraud on the court?
- 12 12. Did the order denying appellant's motion for abandonment and ordering
13 "otherwise" violate appellant's inalienable right to protect his property
14 as guaranteed by Article 1, Section 1 of the California Constitution?
- 13 13. Was the abandonment denial order prejudicial and in violation of
14 appellant's basic due process rights?

20 Dated: June 4, 2007

21 Signed:

22 Alexis Magér Lakusta
23 Alexis Magér Lakusta,
24 *in propria persona*
25 1259 El Camino Real #245
 Menlo Park , California 94025
 (650) 566-9971